ROADWAY EASEMENT AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

This Roadway Easement Agreement ("Agreement" or "Easement Agreement") is made by and between **Stephen Tillett** ("Grantor") and **Grayson County, Texas** ("County").

CONSIDERATION

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants set forth herein, the parties agree as follows.

RECITALS

Grantor is the owner of certain real property located in Grayson County, Texas, more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by reference.

The County requires a roadway easement across a portion of the property for the purpose of constructing, operating, and maintaining a public roadway and related improvements to extend George Road eastward toward Gant Road, in conformance with the Grayson County Master Thoroughfare Plan.

Grantor desires to grant, and the County desires to accept, a roadway easement for that purpose.

The parties intend for this Agreement to grant to the County a real property interest in the nature of an easement, and not to dedicate the Easement Area to public right-of-way.

1. GRANT OF EASEMENT

Grantor grants and conveys to the County a perpetual, nonexclusive roadway easement over and across the portion of the Property described in Exhibit B ("Easement Area") attached hereto and incorporated herein by reference.

This Easement Area is a nonpossessory interest in land held by the County for governmental purposes. This easement does not constitute a dedication of the Easement Area to public use and does not, by itself, establish a public right-of-way.

2. PURPOSE AND SCOPE OF RIGHTS

The easement is granted for the purpose of constructing, reconstructing, operating, maintaining, repairing, replacing, and using a roadway and related appurtenances within the Easement Area, including drainage improvements, shoulders, slopes, signage, striping, and other customary roadway features. ("Roadway Purposes").

The County may use the Easement Area for Roadway Purposes.

The County's rights are limited to the Easement Area and to the Roadway Purposes stated in this Easement Agreement.

The easement includes the right to accommodate utilities associated with the roadway, including coordination with public or private utility providers, subject to applicable law and the provisions of Section 3A.

2A. CLEARING AND OBSTRUCTIONS

The County shall have the right to remove trees, brush, structures, or other obstructions within the Easement Area that interfere with roadway construction, maintenance, drainage, visibility, or other Roadway Purposes.

Grantor shall not place nor permit any obstruction within the Easement Area that interferes with the County's use.

Upon notice to Grantor, the County may require removal of obstructions, and may remove such obstructions if not timely addressed.

3. RESERVATION OF RIGHTS BY GRANTOR

Grantor reserves all rights in the Property not inconsistent with the rights granted herein, including the right to use the Easement Area in any manner that does not unreasonably interfere with the County's use for Roadway Purposes.

Grantor shall not construct or place improvements within the Easement Area that interfere with roadway use without prior written approval from the County.

3A. UTILITIES WITHIN EASEMENT AREA

(a) Incidental Utilities.

The easement includes the right to accommodate utilities that are reasonably incidental to Roadway Purposes, including electric distribution, roadway lighting, traffic control systems, and related appurtenances.

Such utilities may be installed, operated, maintained, repaired, and replaced within the Easement Area by the County or by utility providers authorized by the County, to the extent consistent with roadway use and safety.

The presence of incidental utilities does not change the character of this easement as a roadway easement and does not convert this easement into a general utility easement or a Public Right of Way.

(b) Utility Coordination and Control.

All utilities within the Easement Area are subject to coordination with the County. The County may regulate the location, depth, and manner of installation of utilities within the Easement Area to protect roadway integrity, drainage, and public safety.

Grantor shall not install or allow installation of private utilities within the Easement Area that interfere with Roadway Purposes without prior written approval from the County.

(c) Expanded Utility Rights.

In addition to incidental utilities, the easement includes the right to install, operate, and maintain the following utilities within the Easement Area: water lines, sanitary sewer lines, storm sewer lines, fiber optic lines, and telecommunication lines.

These utilities are authorized as part of the easement granted herein and are not limited to incidental roadway appurtenances.

(d) Relationship to Extinguishment.

The installation or presence of incidental utilities under subsection (a) does not constitute a non-roadway use for purposes of Section 10.

The installation of utilities under subsection (c), if included, constitutes a permitted use only if expressly authorized in this Agreement. Any utility use not authorized under this section may constitute a non-roadway use under Section 10.

4. ASSIGNABILITY

The County may assign its rights under this Easement, in whole or in part, to any governmental entity, road district, municipal utility district, the Texas Department of Transportation, or other public body having jurisdiction over or responsibility for the roadway within the Easement Area, without the consent of Grantor, provided that such assignment is made by recorded instrument in the official public records of Grayson County, Texas. Any such assignee shall take subject to all terms and conditions of this Easement.

5. TEMPORARY CONSTRUCTION ACCESS

Grantor grants to the County a temporary construction easement over adjacent property reasonably necessary for construction, reconstruction, or major maintenance of the roadway.

Such temporary access shall be limited in scope and duration to what is reasonably necessary for the work being performed and shall not unreasonably interfere with Grantor's use of the property.

The County shall restore the surface of any temporary access area to a condition reasonably similar to its pre-construction condition, subject to normal construction impacts.

6. DAMAGES TO REMAINDER

The County shall be responsible for actual damages caused to improvements, fencing, crops, or other property of Grantor located outside the Easement Area that result directly from the County's construction or maintenance activities within the Easement Area.

Such obligation does not extend to diminution in value of the remainder of Grantor's property resulting from the existence of this Easement or the construction of the roadway.

If, in the course of any recovery for damages, a right-of-way acquisition agreement or condemnation settlement is involved, this provision does not create a double recovery.

7. MAINTENANCE AND CONTROL

The County may, but is not obligated to, construct or maintain a roadway within the Easement Area unless and until the Commissioners Court affirmatively elects to do so by order.

Any decision by the County to construct or maintain a roadway is a governmental function subject to the discretion of the Commissioners Court.

Nothing in this Easement constitutes acceptance of the roadway into the county road system.

8. NO PUBLIC DEDICATION

Nothing in this Easement Agreement constitutes nor shall be construed as a dedication of the Easement Area to the public. Neither does this Easement Agreement prohibit any future dedication.

A public right-of-way may be established only by a separate instrument of dedication accepted by the Commissioners Court.

9. TERM AND RUNNING WITH THE LAND

This Easement is perpetual and runs with the land, unless terminated or extinguished as provided in this Agreement.

This Agreement binds and benefits the parties and their respective heirs, successors, and assigns.

9A. CONDITIONAL TERMINATION

This Easement shall terminate upon the occurrence of any of the following conditions:

(a) The Easement Area is no longer required for public roadway purposes, as determined by order of the Commissioners Court;

(b) The applicable Master Thoroughfare Plan or other governing transportation plan is amended such that the Easement Area is no longer designated or required for future roadway use; or

(c) The County determines by order of the Commissioners Court that the Easement Area is no longer necessary for present or future public use and releases the Easement by recorded instrument.

Upon the occurrence of a terminating condition, the County shall sign and record a written release of this Easement in the official public records of Grayson County, Texas within 90 days of such occurrence. If the County fails to record a release within that period, Grantor may record a sworn affidavit in the official public records of Grayson County, Texas setting forth the basis for termination, and such affidavit shall constitute constructive notice of termination of this Easement.

10. CONDITIONAL EXTINGUISHMENT OF EASEMENT

Upon the occurrence of a condition described below, the easement shall be extinguished automatically, and all rights granted to the County shall terminate without the necessity of further conveyance. Upon extinguishment, the Easement Area shall no longer be burdened by this Agreement, and Grantor shall hold and enjoy the Easement Area free of the easement.

(a) Extinguishment for Non-Roadway Use

(i) If the County uses or authorizes the use of the Easement Area for a purpose

other than a roadway purpose as defined in this Agreement, and that use continues for 180 days after written notice from Grantor describing the nonconforming use, the easement is extinguished upon expiration of that period. Non-roadway use includes the placement or operation of facilities or improvements not reasonably related to roadway function. See Section 3A for treatment of utilities.

(ii) If the County orders, applies, restricts, requires, or otherwise encumbers the easement with any setback or buildback distances or limitations inconsistent with Roadway Purposes or reasonable safety standards, the easement is extinguished immediately and automatically upon the first date of the action taken by the County. For purposes of this subsection (ii), buildback or setback limitations inconsistent with Roadway Purposes or reasonable safety standards are defined as establishing minimum distances for residential or commercial construction for: aesthetic purposes; establishing or attempting to establish a right-of-way as it is understood in the general sense of a public road; or establishing or attempting to establish a barrier or boundary area that functions as a right-of-way.

(b) Effect of Extinguishment.

Upon extinguishment under this section, the County's easement interest is terminated in its entirety, and Grantor's title to the Easement Area is no longer burdened by this easement.

The County shall have a reasonable period, not to exceed 180 days, to remove equipment, materials, or removable improvements placed by or on behalf of the County, to the extent removal is reasonably practicable.

(c) Record Notice of Extinguishment.

Upon written request by Grantor following extinguishment, the County shall sign a recordable instrument acknowledging the extinguishment of the easement within a reasonable time after request.

If the County does not sign such instrument within a reasonable time after request, this section is self-executing, and a certified copy of this Agreement, together with an affidavit by Grantor describing the occurrence of the extinguishing condition, may be recorded in the official public records of Grayson County, Texas as notice of extinguishment.

(d) Survival.

Any provisions of this Agreement that by their nature survive termination, including

restoration obligations and any indemnity provisions, survive extinguishment of the easement.

11. DEFAULT AND REMEDIES

If Grantor violates this Agreement, the County may enforce its rights by any remedy available at law or in equity, including injunctive relief.

12. ABANDONMENT

The County may abandon this Easement at any time by written instrument recorded in the official public records of Grayson County, Texas. Upon abandonment, all rights granted herein shall terminate and title to the Easement Area shall be held by Grantor free of this easement.

13. GENERAL PROVISIONS

This Easement shall be governed by the laws of the State of Texas.

Venue for any dispute arising under this Agreement lies in Grayson County, Texas.

This Agreement may be recorded in the Official Public Records of Grayson County, Texas. Recording is required for this instrument to provide constructive notice to third parties. See Tex. Prop. Code § 13.001 (unrecorded conveyance void as to subsequent purchasers for value without notice).

This Agreement constitutes the entire agreement of the parties with respect to the Easement Area and supersedes all prior negotiations, representations, and understandings.

No waiver of governmental immunity. Nothing in this Agreement shall be construed as a waiver of the County's governmental immunity beyond the limited waivers provided by applicable law.

EXECUTION

SIGNED on this 26th day of May, 2026

GRANTOR:

Stephen Tillett

ACKNOWLEDGMENT BEFORE NOTARY

STATE OF TEXAS

COUNTY OF Grayson

BEFORE ME, the undersigned notary public, on this day personally appeared Stephen Tillett, known to me (or proved to me on the oath of _____ or through Tx Driver License [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of May, 2026

KIMBERLY POORT
Notary ID #125059425
My Commission Expires
September 20, 2028

Notary Public, State of Texas

My Commission Expires: 9/20/2028

[seal]

ACCEPTED by Grayson County, Texas,

by action of the Commissioners Court on the 9 day of June, 2026

County Judge, Grayson County, Texas

ATTEST:

Deana Patterson

County Clerk, Grayson County, Texas

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situated in the County of Grayson, State of Texas, being a part of Hardy Martin Survey, Abstract No. 814, and being all of a called 5.997 acre tract of land described in the deed to Stephen Tillett, recorded in Document No. 2025-26142, Real Property Records, Grayson County, Texas, and all of a called 9.00 acre tract of land described in the deed to Gerald Wayne Rutledge, recorded in Document No. 2026-11509, said Real Property Records, and being described by metes and bounds as follows:

Beginning at a found 1/2" steel rod for the southwest corner of said 5.997 acre tract, common to the northwest corner of a called 10.000 acre tract of land described in the deed to Jennifer McFadden and Richard C. Matthews, recorded in Volume 5493, Page 585, Official Public Records, Grayson County, Texas, and in Red Road;

Thence North 00°39'41" East, with the westerly line of said 5.997 acre tract, and in said Red Road, a distance of 317.46 feet to a found spike nail for the northwest corner of said 5.997 acre tract, common to the southwest corner of said 9.00 acre tract;

Thence North 00°48'51" East, with the westerly line of said 9.00 acre tract, and in said Red Road, a distance of 236.66 feet to a found P/K nail, at the intersection of said Red Road and George Road;

Thence North 01°01'41" East, continuing with the westerly line of said 9.00 acre tract, and in said Red Road, a distance of 242.24 feet to a found P/K nail for the northwest corner of said 9.00 acre tract, common to the southwest corner of a called 29.054 acre tract of land described in the deed to Amanda Lee Coffey and Jared Ridings Coffey, recorded in Document No. 2021-43502, said Real Property Records;

Thence North 89°16'10" East, with the northerly line of said 9.00 acre tract, and with the southerly line of said 29.054 acre tract, a distance of 781.01 feet to a found 3/8" steel rod for the northeast corner of said 9.00 acre tract, common to the northwest corner of a called 15.00 acre tract of land described in the deed to Tonya McEvilly and David McEvilly, recorded in Document No. 2020-23374, said Real Property Records;

Thence South 00°52'13" West, with the easterly line of said 9.00 acre tract, and with the westerly line of said 15.00 acre tract, a distance of 472.25 feet to a found 1/2" pipe for the southeast corner of said 9.00 acre tract, common to the northeast corner of aforesaid 5.997 acre tract;

Thence South 00°59'53" West, with the easterly line of said 5.997 acre tract, and with a westerly line of said 15.00 acre tract, a distance of 316.75 feet to a found spike nail for the southeast corner of said 5.997 acre tract, common to a re-entrant corner on the westerly side of said 15.00 acre tract;

Thence North 89°46'55" West, with the southerly line of said 5.997 acre tract, and with a northerly line of said 15.00 acre tract (McEvilly Tract), passing en route at a distance of 36.54 feet a found 1/2" steel rod for the western-most northwest corner of said 15.00 acre tract (McEvilly Tract), and continuing on said course, with the northerly line of aforesaid 10.00 acre tract, a total distance of 822.63 feet to the Point of Beginning and containing 15.00 acres of land, more or less.

Exhibit A (cont'd)

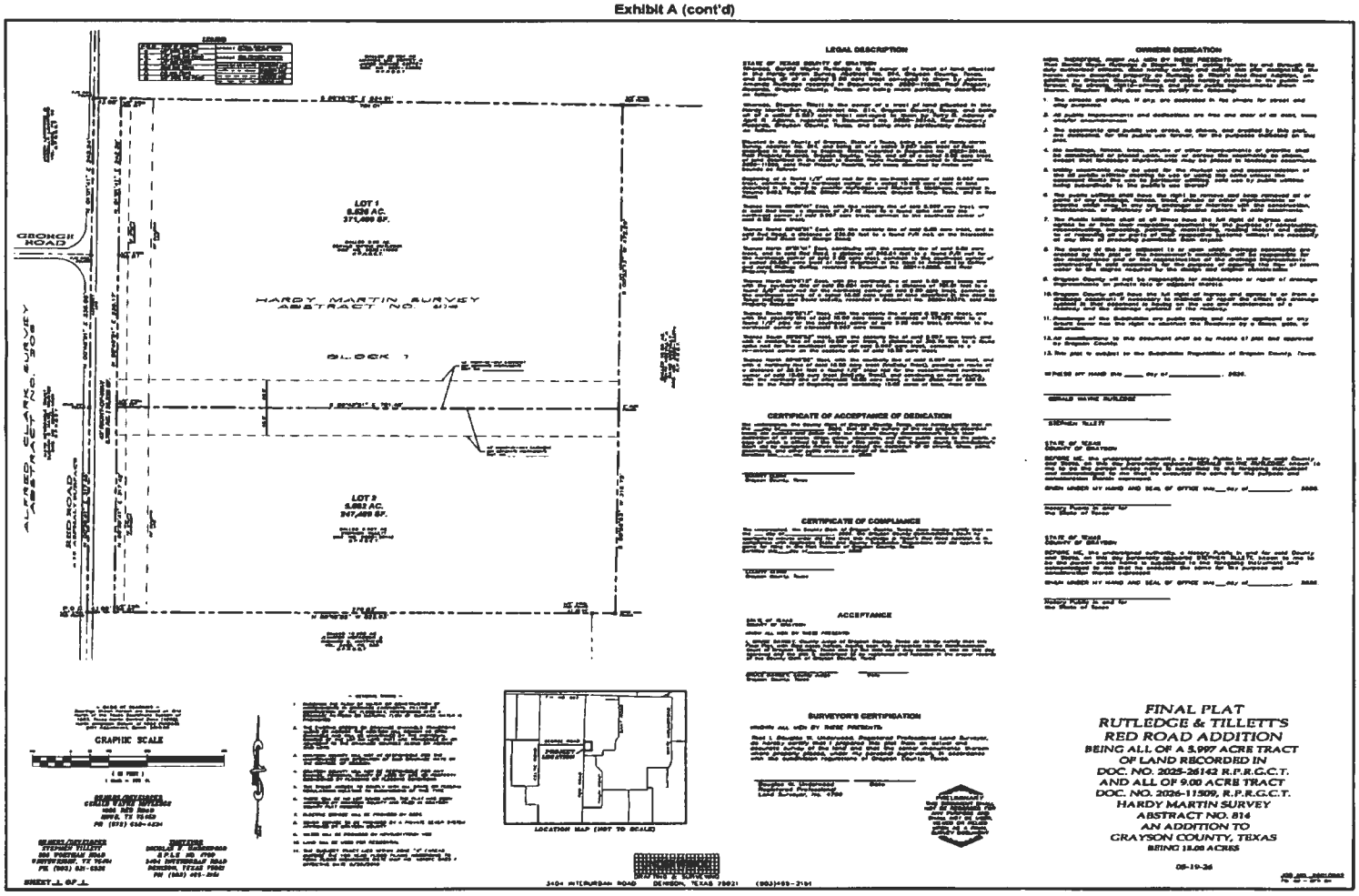


EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

TILLETT TRACT

Situated in the County of Grayson, State of Texas, being a part of Hardy Martin Survey, Abstract No. 814, and being all of a called 5.997 acre tract of land described in the deed to Stephen Tillett, recorded in Document No. 2025-26142, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a found 2" pipe for the northeast corner of said 5.997 acre tract, common to the southeast corner of a called 9.00 acre tract of land described in the deed to Gerald Wayne Rutledge, recorded in Document No. 2026-11509, said Real Property Records, and on the westerly line of a called 15.00 acre tract of land described in the deed to Tonya McEvilly and David McEvilly, recorded in Document No. 2020-23374, said Real Property Records;

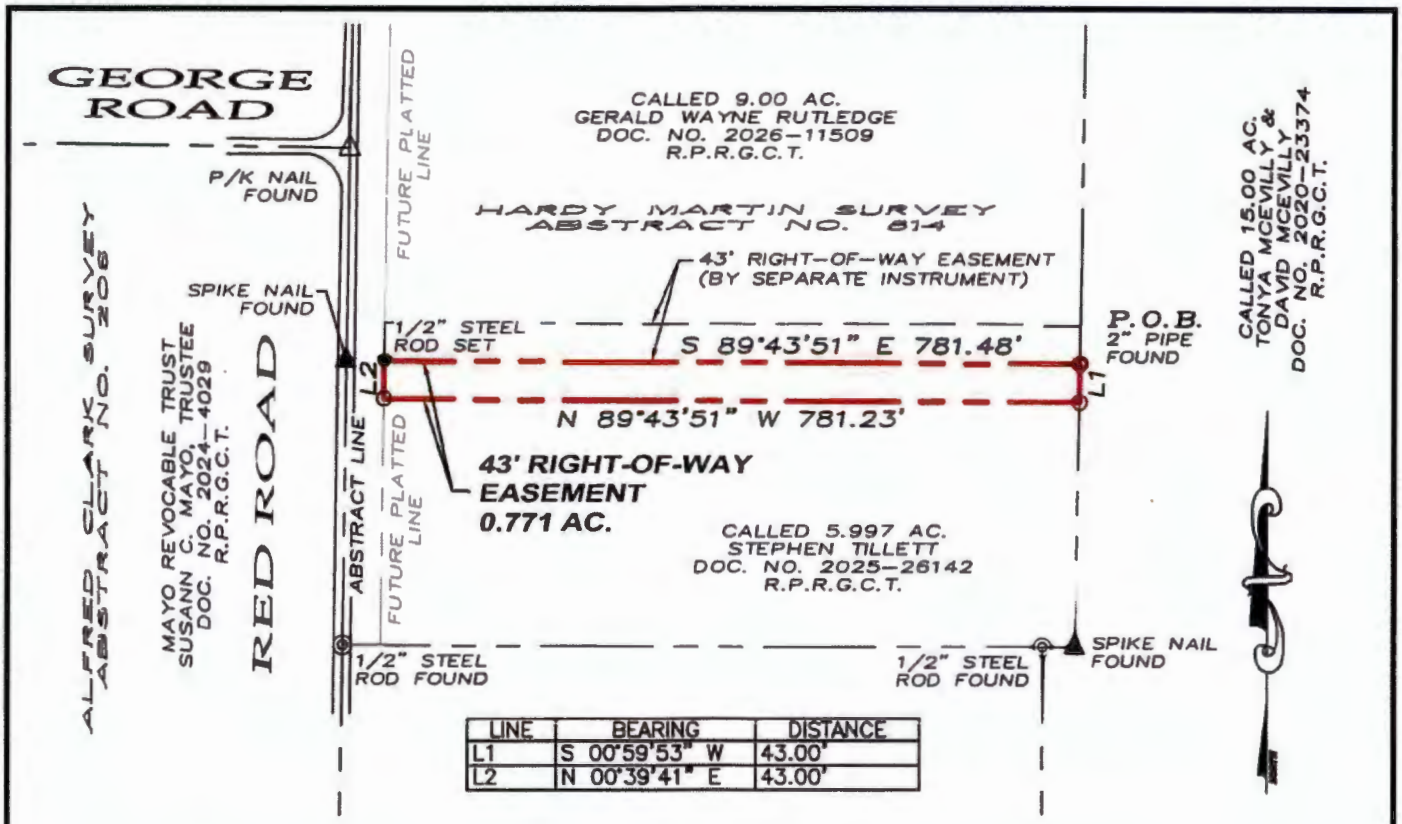
Thence South 00°59'53" West, with the easterly line of said 5.997 acre tract, and with the westerly line of said 15.00 acre tract, a distance of 43.00 feet to the southeast corner of the herein described tract of land;

Thence North 89°43'51" West, crossing said 5.997 acre tract, a distance of 781.23 feet to the southwest corner of the herein described tract of land;

Thence North 00°39'41" East, continuing across said 5.997 acre tract, a distance of 43.00 feet to the northwest corner of the herein described tract of land, and on the northerly line of said 5.997 acre tract, and on the southerly line of aforesaid 9.00 acre tract;

Thence South 89°43'51" East, with the northerly line of said 5.997 acre tract, and with the southerly line of said 9.00 acre tract, a distance of 781.48 feet to the Point of Beginning and containing 0.771 acres of land, more or less.

Exhibit B (cont'd)



LINE	BEARING	DISTANCE
L1	S 00°59'53" W	43.00'
L2	N 00°39'41" E	43.00'

LEGAL DESCRIPTION

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Beginning at a found 2" pipe for the northeast corner of said 5.997 acre tract, common to the southeast corner of a called 9.00 acre tract of land described in the deed to Gerald Wayne Rutledge, recorded in Document No. 2026-11509, said Real Property Records, and on the westerly line of a called 15.00 acre tract of land described in the deed to Tonya McEvilly and David McEvilly, recorded in Document No. 2020-23374, said Real Property Records;

Thence South 00°59'53" West, with the easterly line of said 5.997 acre tract, and with the westerly line of said 15.00 acre tract, a distance of 43.00 feet to the southeast corner of the herein described tract of land;

Thence North 89°43'51" West, crossing said 5.997 acre tract, a distance of 781.23 feet to the southwest corner of the herein described tract of land;

Thence North 00°39'41" East, continuing across said 5.997 acre tract, a distance of 43.00 feet to the northwest corner of the herein described tract of land, and on the northerly line of said 5.997 acre tract, and on the southerly line of aforesaid 9.00 acre tract;

Thence South 89°43'51" East, with the northerly line of said 5.997 acre tract, and with the southerly line of said 9.00 acre tract, a distance of 781.48 feet to the Point of Beginning and containing 0.771 acres of land, more or less.

JOB NO. 26010062 – TE

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

43' RIGHT-OF-WAY EASEMENT

UNDERWOOD
DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465-2151 FAX: (903) 465-2352

DATE:	05/19/2026
DRAWN BY:	BNH
APPROVED BY:	DWU
SCALE:	1" = 200'

STEPHEN TILLETT